

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

UNITED STATES FIDELITY AND
GUARANTY COMPANY,

Plaintiff,

v.

VOA ASSOCIATES INC., LIBERTY
INTERNATIONAL UNDERWRITERS,
MICHAEL J.MADDEN and JEAN
MADDEN,

Defendants.

Case No. 08 C 0862

Judge Kennelly

**APPENDIX OF EXHIBITS
IN SUPPORT OF VOA ASSOCIATES, INC.'S
MOTION FOR SUMMARY JUDGMENT
VOLUME I**

Exhibit No. Document

1 USF&G Policy

EXHIBIT 1

08 C 86

**JUDGE KENNELLY
MAGISTRATE JUDGE BRO**

EXHIBIT A

Part 1 of 14

The St. Paul Business Foundation Series



Common Policy Declarations

Your Insurance Company is:
United States Fidelity and Guaranty Company
5801 Smith Avenue
Baltimore, Maryland 21209

A Stock Insurance Company

Policy Number:	Renewal Of:	Reason For Issuance
BK01116165	8K00852660	Renewal

Named Insured

VOA ASSOCIATES INCORPORATED
VOA & CWP&P DESIGN COLLABORATIVE FOR NORTHWESTERN
MEMORIAL HOSPITAL
224 S MICHIGAN AVE STE #1400
CHICAGO, IL 60604

Your Agent

AVA INSURANCE AGENCY
425 N MARTINGALE RD STE 1100
SCHAUMBURG, IL 60173

Agent Code: 120853

Client Number: 0001614656

Agent's Signature: _____

Policy Period: From 05/01/2002 12:01 a.m. to 05/01/2003 12:01 a.m., standard time at the mailing address shown.

In return for the payment of the premium and subject to all the terms of this policy, we agree to provide the insurance as stated in this policy. This policy consists of the following Coverage Part(s) for which a premium is indicated. This premium may be subject to adjustment. The Annual Policy Writing Minimum Premium is \$500.

Coverages

Premium

Liability	\$ 3,243.00
Property	\$21,217.00
Commercial Umbrella Liability	\$ 2,450.00
Equipment and Mobile Property	\$ 54.00
Florida Fire College Surcharge	\$ 2.29
Emergency Management Surcharge	\$ 4.00
Total Policy Premium:	\$ 26,970.29

Forms and Endorsements Applicable to This Coverage Part:

See attached Schedule of Forms and Endorsements CL/BF 00 35.

This policy includes the following:

- Common Policy Declarations
- Common Policy Conditions
- A Schedule of Forms and Endorsements
- A Schedule of Premises
- Two or more Coverage Parts. A Coverage Part consists of:
 - Declarations for the form of coverage provided;
 - A Coverage Form; and
 - Any applicable endorsements.
- Endorsements applicable to all Coverage Parts, if any.

This Company has caused this policy to be signed by its President and its Secretary and countersigned by a duly authorized representative.

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
FIDELITY AND GUARANTY INSURANCE COMPANY

Sandra Ulsaker Wiese
Secretary

Sandra Ulsaker Wiese
Secretary

Jay S. Fishman

Jay S. Fishman
President

Policy Number:

Common Policy Conditions

All Coverage Parts and Additional Coverages included in this Policy are subject to the following conditions:

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

G. Premium Audit

1. We will compute all premiums for this policy in accordance with our rules and rates.
2. This policy may be subject to audit if a premium designated as an advance premium is shown in the Declarations. If an audit is performed, we will compute the final premium due when we determine your actual exposures.
3. Premium shown in this policy as an advance premium is a deposit premium only. If an audit is performed, at the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned period, we will return the excess to the first Named Insured.
4. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

H. Liberalization

If we adopt any revision of policy terms that would broaden the coverage of any Coverage Part or Additional Coverage that is part of this policy during the policy term period and no premium is charged for that revision, the broadened coverage will apply to this policy on the date that revision becomes effective.

I. Unintentional Errors and Omissions

Your rights and duties under this policy will not be affected if you commit the following error or omission:

1. Improperly describe a covered premises;
2. Incorrectly report values or liability premium basis amounts;
3. Fail to report a premises or operation; or
4. Incorrectly report a loss or occurrence to another insurer, based on a reasonable belief that coverage for that loss or occurrence exists under the policy issued by that insurer and not under this policy, when such loss or occurrence should have been reported to us.

We have the right to collect additional or retro-active premium if such error or omission is made by you.

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Schedule Of Forms And Endorsements

Policy Number:	Reason For Issuance:
BK01116165	Renewal

Forms and Endorsements Applicable to All Coverage Parts:

CL/BF 00 10 09 99	Common Policy Declarations
CL/BF 00 15 03 95	Countersignature
CL/BF 00 30 09 99	Common Policy Conditions
CL/BF 00 35 03 95	Schedule of Forms and Endorsements
CL/BF 00 40 04 97	Schedule of Premises
CL/BF 84 44 05 96	Illinois Changes
CL/BF 00 22 06 00	Important Notice- Property Deductible Change

Forms and Endorsements Applicable to the Property Coverage Part:

CL/BF 10 05 09 99	Property Coverage Part Declarations
CL/BF 10 10 09 99	Property Coverage Part
CL/BF 11 05 09 99	Additional Coverage - Business Income and Extra Expense Dependent Properties
CL/BF 11 65 06 98	Loss Payable Provisions
CL/BF 13 00 09 99	Suspension of Protective Systems
CL/BF 13 20 11 01	Property Limitation Of Coverage Endorsement
CL/BF 11 31 04 97	Windstorm or Hail Percentage Deductible
CL/BF 11 98 04 01	Broadened Property Coverage Endorsement Accountants, Attorneys, Lawyers, Architects And Engineers

Forms and Endorsements Applicable to the Liability Coverage Part:

CL/BF 20 05 04 97	Liability Coverage Part Declarations
CL/BF 20 10 09 99	Liability Coverage Part
CL/BF 20 15 02 00	"Bodily Injury" Definition, "Telecasting" Definition, and Employment Related Practices Exclusion Amendment
CL/BF 21 00 04 97	Employee Benefits Liability - Claims Made
CL/BF 85 76 04 97	Additional Coverage - Employers Liability (Stop Gap)
CL/BF 21 17 04 99	International Liability Coverage Endt
CL/BF 21 18 09 99	Tenant Legal Liability Causes of Loss
CL/BF 21 30 03 95	Waiver Of Transfer Of Rights Of Recovery Against Others
CL/BF 21 81 04 01	Broadened Liability Coverage Endorsement Architects And Engineers
CL/BF 22 40 03 95	(Form B) Owners, Lessors Or Contractors
CL/BF 22 86 10 01	Liability Broadening Endorsement
CL/BF 23 08 09 98	Amendment of Pollution Exclusion - Exception for Carbon Monoxide Within A Building
CL/00 99 01 01 87	Liability Manuscript Coverage
CL/BF 21 84 04 01	Employee Benefits Liability (Claims-Made) Accountants, Attorneys, Lawyers, Architects And Engineers
CL/BF 23 92 10 01	Professional Services Exclusion Endorsement

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Schedule Of Forms And Endorsements

Forms and Endorsements Applicable to the Golf Facilities Management Liability Protection Coverage Part:

Forms and Endorsements Applicable to the Limited Above Ground Pollution Liability Coverage Part:

Forms and Endorsements Applicable to the Community Association Management Liability Coverage Part:

Forms and Endorsements Applicable to the Construction and Installation Coverage Part:

Forms and Endorsements Applicable to the Equipment and Mobile Property Coverage Part:

CL/BF 11 99 04 01	Broadened Equipment And Mobile Property Coverage Endorsement Architects And Engineers
CL/BF 40 00 03 95	Equipment and Mobile Property Coverage Part Declarations
CL/BF 40 05 04 97	Equipment and Mobile Property Coverage Part

Forms and Endorsements Applicable to the Golf Facilities Maintenance Equipment and Golf Car Protection Coverage Part:

Forms and Endorsements Applicable to Other Inland Marine Coverages:

Forms and Endorsements Applicable to the Commercial Umbrella Liability Coverage Part:

CL/IL 191 02 93	Commercial Umbrella Liability Coverage Part Declarations
CL/UL 00 01 02 93	Commercial Umbrella Liability Coverage Form
CL/UL 04 05 02 95	Employee Benefits Excess Liability Coverage Form

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Schedule Of Forms And Endorsements

Forms and Endorsements Applicable to the Commercial Umbrella Liability Coverage Part:

CL/UL 01 02 02 93	Illinois Changes - Prejudgment Interest
CL/UL 21 16 02 93	Exclusion - Lead
CL/UL 21 18 10 01	Professional Liability Exclusion (Umbrella)
CL/UL 21 74 10 01	Amendment Of Insuring Agreement And Who Is An Insured
CL/UL 21 80 04 00	Employment Related Practises Exclusion
CL/UL 21 81 04 00	"Bodily Injury" Definition Amendment
CL/UL 21 99 02 93	Exclusion - Nuclear Energy Liability (Broad Form)
CL/UL 22 27 02 93	Exclusion - Professional Liability - Engineers, Architects or Surveyors
CL/UL 21 83 04 01	Broadened Commercial Umbrella Coverage Endorsement Architects And Engineers



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Series

Schedule Of Premises

Your Insurance Company is:
 United States Fidelity and Guaranty Company
 5801 Smith Avenue
 Baltimore, Maryland 21209

A Stock Insurance Company

Policy Number:	Reason For Issuance:
BK01116165	Renewal

Description of Premises:

Premises Number	Location/ Occupancy	Construction
0001	224 S MICHIGAN AVE STE #1400 CHICAGO IL 60604	Fire Resistive
Customer Reference:01		
	BLDG: Primary Class: (Not Covered) Secondary Class: (Not Covered)	
	BPP: Primary Class: 871205-Architects, Engineers, and Draftsmen Secondary Class: (Not Covered)	
0002	21 DUPONT CIRCLE NW WASHINGTON DC 20045	Masonry Non-Combustible
Customer Reference:01		
	BLDG: Primary Class: (Not Covered) Secondary Class: (Not Covered)	
	BPP: Primary Class: 871205-Architects, Engineers, and Draftsmen Secondary Class: (Not Covered)	
0003	1722 HENDRICKS AVE JACKSONVILLE FL 32207	Masonry Non-Combustible
Customer Reference:01		
	BLDG: Primary Class: (Not Covered) Secondary Class: (Not Covered)	
	BPP: Primary Class: 871205-Architects, Engineers, and Draftsmen Secondary Class: (Not Covered)	
0004	801 BRICKELL AVE STE #900 MIAMI FL 33131	Fire Resistive
Customer Reference:01		
	BLDG: Primary Class: (Not Covered) Secondary Class: (Not Covered)	
	BPP: Primary Class: 871205-Architects, Engineers, and Draftsmen Secondary Class: (Not Covered)	
0005	1030 N ORANGE STE #200 ORLANDO FL 32801	Fire Resistive
Customer Reference:01		
	BLDG: Primary Class: (Not Covered) Secondary Class: (Not Covered)	
	BPP: Primary Class: 871205-Architects, Engineers, and Draftsmen Secondary Class: (Not Covered)	
0006	2200 WILSON BLVD SUITE 850 ARLINGTON VA 22201	Masonry Non-Combustible
Customer Reference:01		

The St. Paul Business Foundation

Series

Schedule Of Premises

Premises Number	Location/ Occupancy	Construction
	BLDG: Primary Class: (Not Covered) Secondary Class: (Not Covered)	
	BPP: Primary Class: 871205-Architects, Engineers, and Draftsmen Secondary Class: (Not Covered)	
0007	259 EAST ERIE STREET CHICAGO IL 60611	Frame
Customer Reference:01	BLDG: Primary Class: (Not Covered) Secondary Class: (Not Covered)	
	BPP: Primary Class: 871205-Architects, Engineers, and Draftsmen Secondary Class: (Not Covered)	

Policy Number:

Illinois Changes

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
LIABILITY COVERAGE PART
PROPERTY COVERAGE PART.

The following changes are made to the PROPERTY COVERAGE PART:

- A. The following is added to SECTION IV. A. 2.:
 - C. We will pay your appraiser's fee and the umpire's appraisal fee if the following conditions exist:
 - (1) You demand the appraisal; and
 - (2) The full amount of loss, as set by the appraiser, is agreed to by our appraiser or by the umpire.
- B. Paragraph b. of Section IV. A. 4. Legal Action Against Us is amended to read:
 - b. The action is brought within 2 years after the date on which you first have knowledge of the loss. The 2 year time frame will be extended by the number of days between filing the proof of loss and the date the claim is denied in whole or in part.
- C. Section IV. B. 1. Concealment, Misrepresentation or Fraud is amended to read:
 - 1. This Coverage Part is void in any case of concealment, misrepresentation, or fraud by you if:
 - a. stated in the policy, endorsement or in the written application; and
 - b. made with the actual intent to deceive or materially affect the acceptance of the risk or the hazard assumed by us.

The concealment, misrepresentation, or fraud must be acted upon within the first year or the first policy term, whichever is less.

D. Section IV. B. 5. - Other Insurance is amended to read:

- 5. If there is other more specific insurance covering the same loss or damage, we will pay only for the amount of covered loss in excess of the amount due from that other insurance, whether you can collect it or not. But we will not pay more than the applicable Limit of Insurance.

The following changes are made to the COMMON POLICY CONDITIONS:

- 1. Condition A. CANCELLATION is replaced by the following:
 - A. Cancellation.
 - 1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
 - 2. If this policy has been in effect for 60 days or less, except as provided in paragraphs 9. and 10. below, we may cancel this policy by mailing written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium, or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
 - 3. If this policy has been in effect for more than 60 days, except as provided in paragraphs 9. and 10. below, we may cancel this policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. The policy was obtained through a material misrepresentation;
- c. You have violated any of the terms and conditions of the policy;
- d. The risk originally accepted has measurably increased;
- e. Certification to the Director of Insurance of the loss of reinsurance by the insurer which provided coverage to us for all or a substantial part of the underlying risk insured; or
- f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.

If we cancel this policy based on one or more of the above reasons except for nonpayment of premium, we will mail written notice at least 60 days before the effective date of cancellation. When cancellation is for nonpayment of premium, we will mail written notice at least 10 days before the effective date of cancellation.

- 4. We will mail our notice to you, any mortgagee or lienholder known to us and to the agent or broker, at the last addresses known to us.
- 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro-rata. If the first Named Insured cancels, the refund may be less than pro-rata. The cancellation will be effective even if we have not made or offered a refund.
- 7. Proof of mailing will be sufficient proof of notice.

- 8. Our notice of cancellation will state the reason for cancellation.
- 9. The following applies only if this policy covers real property other than residential property occupied by 4 families or less:

If any one or more of the following conditions exist at any building that is Covered Property in this policy, we may cancel this policy by mailing to you written notice of cancellation at least 10 days before the effective date of cancellation.

- a. After a fire loss, permanent repairs to the building have not started within 60 days of satisfactory adjustment of loss, unless the delay is due to a labor dispute or weather conditions.
- b. The building has been unoccupied 60 or more consecutive days. This does not apply to:
 - (1) Seasonal occupancy; or
 - (2) Buildings under repair, construction or reconstruction, if properly secured against unauthorized entry.
- c. The building has:
 - (1) An outstanding order to vacate;
 - (2) An outstanding demolition order; or
 - (3) Been declared unsafe in accordance with the law.
- d. Heat, water, sewer service or public lighting have not been connected to the building for 30 consecutive days or more.
- 10. The following applies only if this policy covers residential properties occupied by 4 families or less:

If this policy has been in effect for 60 days, or if this is a renewal policy, we may only

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Property Coverage Part Declarations

United States Fidelity and Guaranty Company
5801 Smith Avenue
Baltimore, Maryland 21209

Policy Number:	Reason For Issuance:
BK01116165	Renewal

Limits of Insurance:

\$ 25,000	Depositor's Forgery
\$ 200,000	Employee Dishonesty
	Name of Plans:
\$ 25,000	Fine Arts
\$ 40,000	Property Off Premises
	Money and Securities:
\$ 10,000	Inside the Premises
\$ 5,000	Outside the Premises
\$ 1,565,000	Valuable Records

Deductible: \$500

(The Deductible does not apply to coverage for Accounts Receivable, "Business Income," Extended Business Income, "Extra Expense," Action By Civil Authority and "Expediting Expense," Counterfeit Currency and Money Orders, and Fire Department Service Charge.)

If Building Coverage exists, Property Value Guard Automatic Increase: 4% - IL

If Business Personal Property Coverage exists, Property Value Guard Automatic Increase: 3% - IL

Business Income and Extra Expense Covered Time Period: 12 Months

Premises Number	Building Limit of Insurance	Building Valuation	Business Personal Property Limit of Insurance	Business Personal Property Valuation
0001	Not Covered	Not Covered	\$ 2,262,872	Repl. Cost

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Property Coverage Part Declarations

Premises Number	Building Limit of Insurance	Building Valuation	Business Personal Property Limit of Insurance	Business Personal Property Valuation
				Accounts Receivable Limit of Insurance \$ 425,000 Debris Removal Additional Limit of Insurance \$ 15,000 Demolition Cost and Increased Cost of Construction Outdoor Trees, Shrubs, Plants and Lawns: \$ 3,000 Seasonal Automatic Increase In Business Personal Property 25% Sewer or Drain Backup \$ 25,000 Mortgagee:
0002	Not Covered	Not Covered	\$ 137,367	Repl. Cost
				Accounts Receivable Limit of Insurance \$ 35,000 Debris Removal Additional Limit of Insurance \$ 15,000 Demolition Cost and Increased Cost of Construction Outdoor Trees, Shrubs, Plants and Lawns: \$ 3,000 Seasonal Automatic Increase In Business Personal Property 25% Sewer or Drain Backup \$ 25,000 Mortgagee:
0003	Not Covered	Not Covered	\$ 51,500	Repl. Cost
				Accounts Receivable Limit of Insurance \$ 35,000 Debris Removal Additional Limit of Insurance \$ 15,000 Demolition Cost and Increased Cost of Construction Outdoor Trees, Shrubs, Plants and Lawns: \$ 3,000 Seasonal Automatic Increase In Business Personal Property 25% Sewer or Drain Backup \$ 25,000 Mortgagee:
0004	Not Covered	Not Covered	\$ 51,809	Repl. Cost



The St. Paul Business Foundation Series

Property Coverage Part Declarations

Premises Number	Building Limit of Insurance	Building Valuation	Business Personal Property Limit of Insurance	Business Personal Property Valuation
				Accounts Receivable Limit of Insurance \$ 35,000
				Debris Removal Additional Limit of Insurance \$ 15,000
				Demolition Cost and Increased Cost of Construction
				Outdoor Trees, Shrubs, Plants and Lawns: \$ 3,000
				Seasonal Automatic Increase In Business Personal Property 25%
				Sewer or Drain Backup \$ 25,000
				Mortgagee:
0005	Not Covered	Not Covered	\$ 1,068,151	Repl. Cost
				Accounts Receivable Limit of Insurance \$ 200,000
				Debris Removal Additional Limit of Insurance \$ 15,000
				Demolition Cost and Increased Cost of Construction
				Outdoor Trees, Shrubs, Plants and Lawns: \$ 3,000
				Seasonal Automatic Increase In Business Personal Property 25%
				Sewer or Drain Backup \$ 25,000
				Mortgagee:
0006	Not Covered	Not Covered	\$ 128,750	Repl. Cost
				Accounts Receivable Limit of Insurance \$ 35,000
				Debris Removal Additional Limit of Insurance \$ 15,000
				Demolition Cost and Increased Cost of Construction
				Outdoor Trees, Shrubs, Plants and Lawns: \$ 3,000
				Seasonal Automatic Increase In Business Personal Property 25%
				Sewer or Drain Backup \$ 25,000
				Mortgagee:
0007	Not Covered	Not Covered	\$ 5,000	Repl. Cost

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Property Coverage Part Declarations

Premises Number	Building Limit of Insurance	Building Valuation	Business Personal Property Limit of Insurance	Business Personal Property Valuation
	Accounts Receivable Limit of Insurance			\$ 25,000
	Debris Removal Additional Limit of Insurance			\$ 15,000
	Demolition Cost and Increased Cost of Construction			
	Outdoor Trees, Shrubs, Plants and Lawns:			\$ 3,000
	Seasonal Automatic Increase In Business Personal Property			25%
	Sewer or Drain Backup			\$ 25,000
	Mortgagee:			

Forms and Endorsements Applicable to This Coverage Part:

See attached Schedule of Forms and Endorsements CL/BF 00 35.